

No. 19492

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**BRAZIL
and
SWEDEN**

**Exchange of notes constituting an agreement regarding
exports of certain textile products (with annexes).
Brasília, 28 August 1980**

Authentic texts: English and Portuguese.

Registered by Brazil on 31 December 1980.

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**BRÉSIL
et
SUÈDE**

**Échange de notes constituant un accord relatif à l'exportation
de certains produits textiles (avec annexes).
Brasília, 28 août 1980**

Textes authentiques: anglais et portugais.

Enregistré par le Brésil le 31 décembre 1980.

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN BRAZIL AND SWEDEN REGARDING EX- PORTS OF CERTAIN TEXTILE PRODUCTS

I

No. 52/80

Your Excellency,

I have the honour to refer to recent consultations between representatives of our two Governments concerning exports of textiles from Brazil to Sweden, on the basis of the Multifibre Arrangement² of GATT³. As a result of such consultations, I wish to propose the following Agreement between the Government of Sweden and the Government of Brazil regarding exports of certain textile products from Brazil to Sweden, hereinafter referred to as the Agreement:

Article 1. The present Agreement has been reached on the basis of the Arrangement regarding international trade in textiles², particularly article 1 : 2 and article 4 thereof, and the provisions of GATT document COM.TEX/W/47.

Article 2. This Agreement shall apply for the periods specified in annex I.

Article 3. The Government of Brazil will limit exports from Brazil to Sweden of the textile products listed in annex I to the levels set out in that annex. The date of issue of bill of lading or airway bill is considered to be the date of exportation.

Article 4. (a) This Agreement shall apply to exports from Brazil to Sweden of the textile products described in annex I hereof of cotton, wool or man-made fibres, or blend thereof, in which any or all of those fibres in combination represent either the chief value of the fibres or 50 per cent or more by weight (or 17 per cent or more by weight of wool).

(b) The provisions of this Agreement shall also apply to the products described in annex I hereof, which are manufactured from impregnated fabrics as defined in annex II of this Agreement.

Article 5. The Government of Sweden will admit imports of the textile products of Brazilian origin, listed in annex I, only when such imports are covered by Export Certificates as per specimen in annex III. Such a document shall be issued and consecutively numbered by each authorized CACEX branch, and bear an endorsement that the consignments have been approved and debited to the agreed group levels for exports to Sweden for the relevant period.

Article 6. (a) If in the period September 1, 1980, to August 31, 1981, the group levels specified in column (e) of annex I to this Agreement are not fully utilized, the

¹ Came into force on 28 August 1980 by the exchange of the said notes.

² United Nations, *Treaty Series*, vol. 930, p. 166.

³ *Ibid.*, vol. 55, p. 187.

Government of Brazil may, after consultations with the Government of Sweden, during the period September 1, 1981, to August 31, 1982, approve the export of additional amounts (carryover) equivalent to such shortfalls provided that such exports:

- (i) Are in the same groups where the shortfalls occurred;
- (ii) Do not exceed 5 per cent of the levels of these groups specified in column (e) of annex I to this Agreement.

(b) During the period September 1, 1980, to August 31, 1981, the Government of Brazil may, after consultations with the Government of Sweden, approve the export of amounts in excess of the group levels specified in column (e) of annex I to this Agreement up to 5 per cent of those levels (carry forward). Where specific group levels are increased by carry forward the Government of Brazil shall inform the Government of Sweden of the carry forward quantities and debit these to the corresponding group levels in column (f) of annex I to this Agreement.

(c) During the period September 1, 1981, to August 31, 1982, the Government of Brazil may, after consultations with the Government of Sweden, approve the export of amounts in excess of the group levels specified in column (f) of annex I to this Agreement up to 5 per cent of those levels (carry forward). Where specified group levels are increased by carry forward, the Government of Brazil shall inform the Government of Sweden of the carry forward quantities and debit these to any corresponding group level that may be agreed upon for a subsequent restraint period.

(d) During each restraint period specified in annex I, the additional export quantities resulting from carryover and carry forward taken together shall, for each group, not exceed 5 per cent of the respective agreed level.

(e) The consultations referred to in paragraphs (a), (b) and (c) of this article shall take place within 45 days from the date on which the request for such consultations has been received by the Government of Sweden.

Article 7. If the information available to the Swedish authorities shows that the quantitative limit for the category of products specified in an Export Certificate has already been reached or the unused portion of that limit is insufficient to cover the goods specified in the Certificate, the said authorities may refuse to admit any quantity in excess of the quantitative limit. In this event the Government of Sweden shall inform the Government of Brazil as soon as possible.

Article 8. Both parties regard it as essential that exports from Brazil to Sweden of the textile products listed in annex I are, as much as possible, evenly spaced throughout the period of agreement and that, in the allocation of quotas, due consideration is given to traditional patterns of trade and to normal seasonal factors. Accordingly, the Government of Brazil undertakes to provide a procedure to achieve this.

Article 9. The Government of Brazil will forward each quarter to the Government of Sweden, via the Embassy of Brazil in Stockholm, quarterly statistics on a cumulative basis of the quantities of the groups III, IV, V, VIII, XIa, XIII, XIV and XVIII, listed in annex I, for which duly endorsed Export Certificates for exports to Sweden have been issued for the relevant period of agreement. The statistics shall reach the Government of Sweden within a period of two months from the quarter under reference.

The Government of Sweden will provide the Government of Brazil with information, on a cumulative basis for each quarter, concerning import licenses issued upon presentation of the corresponding export certificates indicated in article 5 above.

Article 10. If the competent Swedish authorities are informed that textile products which have been debited to the restraint levels in annex I to this Agreement have been imported into Sweden and subsequently reexported therefrom, the Government of Brazil will be notified and may then credit the quantities involved to the levels set out in annex I to this Agreement.

Article 11. The Government of Sweden and the Government of Brazil agree to consult each other, at the request of either party, if any problem should arise from the implementation of this Agreement. The Government of Sweden and the Government of Brazil agree furthermore to enter into consultations, before the end of the period of agreement on the conditions of a new Agreement.

If consultations do not result, within a reasonable period of time, in a mutually satisfactory solution and this would result in serious damage to its domestic producers of like or directly competitive products, the Government of Sweden may apply limitations to the extent and for such a time as may be found necessary, provided that such limitations are not lower than the restraint levels for the last period of this Agreement.

Article 12. The annexes to this Agreement shall be considered as an integral part of it.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of confirmation on behalf of the Government of the Federative Republic of Brazil shall constitute an agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest consideration.
Brasília, August 28, 1980.

[Signed]

LARS G:SON BERG

Chargé d'Affaires a.i.

His Excellency Ambassador Ramiro Saraiva Guerreiro
Minister of External Relations
Brasília, D.F.

ANNEX I

EXPORTS OF CERTAIN TEXTILES FROM BRAZIL—PRODUCTS COVERED BY EXPORT RESTRAINT ARRANGEMENT

(a)	(b)	(c)	(d)	(e)	(f)
Group No.	Ex Swedish Statistical Classification No. (CCN)	Description	Unit	Level for period 80.09.01-81.08.31	Level for period 81.09.01-82.08.31
III a	60.04,-21-,25- 61.03.20- 61.04.10-	Night garments other than group III b	Pieces	250,000	252,000
III b	60.05.80-, 89-	Night garments and négligés	Pieces	80,000	80,500

(a)	(b)	(c)	(d)	(e)	(f)
Group No.	Ex Swedish Statistical Classification No. (CCN)	Description	Unit	Level for period 80.09.01-81.08.31	Level for period 81.09.01-82.08.31
	61.02.90-, 99-	which are invoiced, packed and shipped together as sets of matching garments			
IV	60.04.70-, 80-, 90-	Underwear, knitted or crocheted, other than shirts, night garments and tights	Pieces	800,000	805,000
V	60.05.30-	Sweaters, pullovers, slippers, jumpers and cardigans, etc., knitted or crocheted			
VIII	60.05.80-, 83- 61.01.003,005,50- 61.02.60-,005,99-	Trousers other than shorts	Pieces	300,000	302,000
XI a	60.05.10-,80-,896-, 61.01.003,006,901,902 61.02.006,901,903-904, 906-909	Track suits	Pieces	60,000	60,500
XIII	62.02.11-,19-,792-3	Bed linen	Kilo-grammes	100,000	101,000
XIV	62.02.31-, 39-, 792-3	Towels and similar articles	Kilo-grammes	200,000	201,000
XVIII	62.02.21-,29-,792-3	Table linen	Kilo-grammes	50,000	50,500

ANNEX II

DEFINITION OF "IMPREGNATED FABRICS" FOR THE PURPOSES OF ARTICLE 4

1. Fabrics of cotton, wool or man-made fibres or any blend containing one or more of those fibres in which either wool represents 17 per cent or more by weight or any or all of those fibres in combination represent 50 per cent or more by weight of the unfinished fabric shall be defined as "impregnated fabrics" where those fabrics have been impregnated, coated, covered or laminated with preparations of cellulose derivatives or of other artificial plastic materials whatever the nature of the plastic material (compact, foam, sponge or expanded).

2. The definition does not cover

- (a) Fabrics which, after impregnation, coating, covering or lamination, cannot, without fracturing, be bent manually around a cylinder of a diameter of 7 mm at a temperature between 15° and 30° C;
- (b) Fabrics either completely embedded in artificial plastic material or coated or covered on both sides with such material.

ANNEX III

1. Exporter (name, full address, country)	ORIGINAL	2. N ^o
5. Consignee (name, full address, country)	3. Quota year	4. Group n ^o
EXPORT CERTIFICATE (TEXTILE PRODUCTS)		
8. Place of shipment - means of transport	6. Country of origin BRAZIL	7. Country of destination SWEDEN
9. Supplementary details		
10. Marks and numbers - Number and kind of packages - DESCRIPTION OF GOODS - Swedish statistical classification n ^o	11. Quantity /Weight	12. Value FOB
<p>13. CERTIFICATION BY THE COMPETENT AUTHORITY</p> <p>I, the undersigned, certify that the goods described above are originating in Brazil in accordance with the provisions in force in Sweden and these goods have been charged against the quantitative limit established for the quota year shown in box n^o 3 in respect of the group shown in box n^o 4 by the provisions regulating trade in textile products with Sweden.</p>		
14. Competent authority (name, full address, country)	At, on (Signature) (Stamp)	

[TRANSLATION — TRADUCTION]

28 August 1980

DPC/DE-I/DIC/DAI/18/665.5(B46)(F25)

Sir,

I have the honour to acknowledge receipt of your note No. 52/80, of August 1980, regarding exports of certain textile products from Brazil to Sweden, which, in Portuguese, reads as follows:

[*See note I*]

2. I hereby confirm that the Government of the Federative Republic of Brazil agrees with the terms of your note, and that the latter and this reply shall constitute an agreement between our Governments.

I take this opportunity, etc.

[*Signed*]

RAMIRO SARAIVA GUERREIRO

Annexes: 3

[*Annexes as under note I*]

Mr. Lars Berg
Chargé d'affaires a.i. of Sweden
